

**EXCLUSIVE RECORDING CONTRACT**

*prepared for:*

Proton L.L.C.  
4130 Greenbush Ave.  
Sherman Oaks, California, 91423  
United States of America

**This contract must be approved digitally. Read the entire thing, scroll to the end, and click "Accept Contract". Please do not mail us physical copy of this contract. If you have questions or concerns, please contact [jason@protonradio.com](mailto:jason@protonradio.com)**

**HEADS OF AGREEMENT**

Re: Recording Contract for

Please review the terms and conditions of the Recording Agreement between Proton LLC and including Kommunikation:

for the following master recordings to be signed and distributed by any labels operated by Proton LLC,

**MASTER(s):**

**GENRE**

**ROYALTY %**

**KEY NOTES:**

- You will receive a royalty statement & payment when your royalties reach \$50 or more. If your royalties do not reach that amount, you will not hear from Proton LLC until they do. You can at any time request a statement or payment otherwise, just know we won't actively contact you until your royalties reach \$50 or more.
- Of the masters listed above, any Original Mix is subject to remixes commissioned at the discretion of Proton LLC. The original artists involved will receive an equal share of 20% of any sale of a remix without an additional contract. If a non-default royalty rate is required by either party or if you have any problem with this, simply let us know and we will prepare a custom agreement for additional remixes.

**EXCLUSIVE RECORDING CONTRACT**

This agreement, upon your digital approval, shall constitute a legally binding contract under which you assign to us exclusive rights throughout the universe for said masters. This agreement is made and entered into as of November 26, 2012 between Proton LLC, (here-in after referred to as "Label"), 4130 Greenbush Ave, Sherman Oaks, California, 91423 AND

NAME:

ADDRESS:

EMAIL ADDRESS:

(here-in after referred to as "Artist") hereby relinquishing all ownership rights and granting to the Label and its successors, assigns, and licenses, the exclusive, irrevocable right of ownership and sole exclusive right to use and exploit for specified recording as follows:

1. Label has agreed to pay future royalties at the rate specified above to Artist for the master and remix package of the musical recordings and masters specified above. There will be no advance payment for said musical recordings unless stated in an amendment to this contract.
2. Artist shall furnish to Label the musical composition(s), and all rights of ownership for both compositions for exclusive use and exploitation for the composition(s) when this contract is signed. Artist reserves the right to furnish the recordings before if they wish.
3. The compositions shall at Artist's election be registered for copyright in the name of Artist.
4. The territory covered by this agreement is the universe.
5. Artist warrants that it has the right to grant this purchase, and that the use of said recording hereunder will not violate the rights of any third party. Artist shall indemnify costs, losses, damages and expenses (including reasonable attorneys fees) arising out of any breach or failure of any warranties or covenants made by Label herein.
6. Artist's rights and remedies in the event of a breach of this agreement shall be limited to Artist's right, if any, to recover damages in an action at law.
7. This license shall be governed by and subject to the laws of the U.S. applicable to agreements made and to be wholly performed therein.
8. Both parties have agreed that this agreement will hold for a minimum of 3 years, after which the Artist can request a termination. If no termination is requested this agreement will last for forever.  
  
There will be a royalty paid at the rates listed above for unmixed sales of each master recording specified above. Royalty rates are out of 100% PPD on 100% of net sales of unmixed singles. This means the Label will pay the Artist their percent based off of 100% of what the stores or other distributors pay the Label for said master recordings.  
  
These royalty rates & percents are for *unmixed singles only*. No royalties will be paid for sales of continuous DJ mixes containing said masters, although all DJ Mixes are sold alongside unmixed singles. This means if the Label releases a compilation, the Artist receives royalties for unmixed single sales in this compilation but not for the mix itself. This does not include compilations from 3rd Parties.  
  
Any 3rd Party Licensing will be split evenly between all parties. This means if a 3rd Party label pays a license for \$100 for an Original Mix then \$50 would go to the Artist and \$50 would go to the Label. If the 3rd Party label pays a license for \$100 for a Remix then \$33.33 would go to the Original Artist, \$33.33 to the Remixer, and \$33.33 to the label.
9. Deductions of any costs & advances on any original master or remix master may be made from this royalty. This means if the Label pays for the Mastering or Remixing of the Artists track then these costs may be passed onto the Artist. However, the Label will not initiate anything that will affect the Artist's royalties without consulting with the Artist first.  
  
Adjusted remix royalties may be provided for specific remixes confirmed via email or written agreement from Artist.  
  
Remixes may be chosen through contest or at discretion of Proton LLC. Any original master is subject to remixes released and chosen at the discretion of Proton LLC. The original artists will receive an equal share of 20% of sales of this remix without an additional contracted needed, unless Proton LLC or the artist require an additional agreement.  
  
Additional remixes procured by the artist for distribution through a 3rd Party must obtain written permission from Proton LLC before proceeding.  
  
Payment will be made to said artist alone, who will be responsible for paying any dependent collaborators.
10. Royalty payments will be made Quarterly (Every 3 months). Payments may be withheld if sum does not match or exceed the withholding amount of \$50. Held payments will be automatically added to the next quarter payment. The withholding amount per quarter is subject to change without notice. The label will only contact the artist in the event their dues have reached \$50. The label is not responsible for contacting the artist should their royalties not reach the withholding amount. The artist can at any time request a statement or payment, regardless if their royalty has reached the withholding amount.
11. Master recordings and any remixes of these master recordings are subject to appear on any label operated by Proton LLC. For a complete listing of Proton LLC's labels, visit [http://www.protonradio.com/label\\_roster.php](http://www.protonradio.com/label_roster.php).
12. If the Label does not release said masters within 6 months of Date of this signed agreement then rights for said masters will revert back to said artists.
13. This represents the entire agreement between Artist and Label with regard to said musical composition(s). This agreement may be approved digitally on the ProtonRadio.com website or via e-mail to [jason@protonradio.com](mailto:jason@protonradio.com). Amendments to this agreement can be made with written (including e-mail) approval by both parties. This agreement does NOT require counter-signature by Proton LLC.

By clicking accept you acknowledge that you are indeed the Artist of said masters and have read, agreed, and accepted this entire agreement.

Type in your name here as a digital signature:

**I HAVE READ, AGREED, and ACCEPTED THIS CONTRACT:**